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Attorneys for Defendants
Ikea U.S. West, Inc., et al.

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SUSAN HURTADO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

IKEA U.S. WEST, INC., a corporation, IKEA
DISTRIBUTION SERVICES, INC. a corporation,
IKEA NORTH AMERICA CAPITAL, INC., a
corporation, IKEA PROPERTY, INC., a
corporation, IKEA SUPPLY AG, a corporation,
and DOES 1-250,

Defendants.

Case No.: C 11-3156 PJH

**STIPULATION AND ORDER TO
DISMISS WITHOUT PREJUDICE
DEFENDANTS IKEA DISTRIBUTION
SERVICES, INC., a corporation, IKEA
NORTH AMERICA CAPITAL, INC., a
corporation, IKEA PROPERTY, INC., a
corporation, and IKEA SUPPLY AG, a
corporation.**

1 Counsel for Susan Hurtado in *Hurtado v. Ikea U.S. West, Inc., et al.*, Case No. C 11-
2 3156-PJH, and counsel for defendant Ikea U.S. West, Inc., et al. ("Ikea") stipulate as follows
3 pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii):

4 Whereas, Plaintiffs complaint was filed on February 25, 2011 in the Superior Court of
5 California, in and for the County of Alameda, Case No. RG11563120;

6 Whereas, this case was removed from the Superior Court of California, in and for the
7 County of Alameda, pursuant to 28 USC §§ 1332, 1441, and 1446 on June 24, 2011;

8 Whereas, Plaintiff erroneously named and served IKEA DISTRIBUTION SERVICES,
9 INC., a corporation, IKEA NORTH AMERICA CAPITAL, INC., a corporation, IKEA
10 PROPERTY, INC., a corporation, and IKEA SUPPLY AG, a corporation;

11 Whereas, IKEA U.S. WEST, INC., a corporation, is the only named defendant who runs
12 and operates all IKEA retail locations in California; and

13 Whereas, Counsel for the respective parties have conferred regarding the issue of the
14 erroneously named defendants and counsel for Plaintiff has agreed to dismiss IKEA
15 DISTRIBUTION SERVICES, INC., a corporation, IKEA NORTH AMERICA CAPITAL,
16 INC., a corporation, IKEA PROPERTY, INC., a corporation, and IKEA SUPPLY AG, a
17 corporation;

18 THEREFORE, the parties hereby stipulate and agree:

19 Defendants IKEA DISTRIBUTION SERVICES, INC., a corporation, IKEA NORTH
20 AMERICA CAPITAL, INC., a corporation, IKEA PROPERTY, INC., a corporation, and
21 IKEA SUPPLY AG, a corporation are dismissed without prejudice pursuant to Federal Rule of
22 Civil Procedure 41(a)(1)(A).

23 The parties agree that each will bear their own attorneys' fees and costs.

24 No payments have been made to either Plaintiff or her counsel in exchange for any
25 agreement to voluntarily dismiss this action; and

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1 No notice to the proposed class is required under Federal Rule of Civil Procedure
2 23(e); as Plaintiff has not moved for class certification and no class has been certified.

3
4 /s/ Hallie Von Rock
Date: 9/20/2011
5
6 Hallie Von Rock
Attorney for Plaintiff Susan Hurtado

7
8 /s/ Kenneth Kawabata
Date: 9/20/2011
9
10 Kenneth Kawabata
Attorney for Defendant Ikea U.S. West, Inc.

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED:

Defendants IKEA DISTRIBUTION SERVICES, INC., a corporation, IKEA NORTH AMERICA CAPITAL, INC., a corporation, IKEA PROPERTY, INC., a corporation, and IKEA SUPPLY AG, a corporation are dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A).

Date: 9/23/11

